

CITY OF BALTIMORE  
DEPARTMENT OF TRANSPORTATION

ADDENDUM NO. 1

DATE: FEBRUARY 17, 2016

FOR  
REQUEST FOR PROPOSALS

for

PROJECT NUMBER: BALTIMORE CITY NO.: 1246

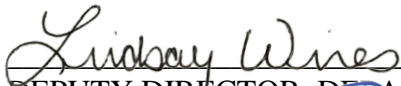
AUTOMATED TRAFFIC VIOLATION ENFORCEMENT SYSTEMS

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TO THE BIDDERS: PLEASE ATTACH TO YOUR CONTRACT DOCUMENTS. THIS ADDENDUM IS  
HEREBY MADE A PART OF THE CONTRACT DOCUMENTS ON WHICH THE CONTRACT WILL BE  
BASED, AND IS ISSUED TO MODIFY, EXPLAIN AND/OR CORRECT THE ORIGINAL DRAWINGS  
AND SPECIFICATIONS.

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APPROVED:



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DEPUTY DIRECTOR, DEPARTMENT OF TRANSPORTATION



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DIRECTOR, DEPARTMENT OF TRANSPORTATION

## **Summary of Changes to Project 1246 Automated Traffic Violation Enforcement System - Request for Proposals**

1. Delete page 1 and replace with page 1r
2. Delete page 32 and replace with page 32r
3. Add page 96 – Terms and Conditions Acceptance Sheet
4. Add pages 97 thru 105 - MBE AND WBE Participation Commitment Forms

**CITY OF BALTIMORE  
DEPARTMENT OF TRANSPORTATION  
AUTOMATED TRAFFIC VIOLATION ENFORCEMENT SYSTEM  
REQUESTS FOR PROPOSALS ("RFP")**

Sealed Proposals, which are marked PROJECT NO.: 1246 AUTOMATED TRAFFIC VIOLATION ENFORCEMENT SYSTEM, will be received at the Office of Boards and Commissions, 4 South Frederick Street, 4th Floor, Baltimore, MD 21202 until 12:00 P.M., **March 9, 2016**.

The City of Baltimore Department of Transportation ("DOT") (in conjunction with the Baltimore Police Department ("BPD")) seeks one or more Vendors, with expertise in the deployment of automated traffic violation enforcement services to implement a new digital automated traffic violation enforcement system ("ATVES") program.

The scope of services includes the engagement of one or multiple Vendors to enable a Citywide ATVES program as authorized by and consistent with State and Local laws. The ATVES program will be composed of red light violation cameras ("Red Light Cameras"), school zone and work zone speed enforcement cameras ("Speed Cameras"), and commercial vehicle time/place restriction enforcement cameras ("Truck Enforcement") based on a monthly fixed fee basis per complete camera system. **No portion of the Vendor's fees will be paid on a percentage of money collected or number of violations issued.**

The City anticipates installation of ten (10) Red Light Camera systems, ten (10) fixed Speed Camera systems, ten (10) portable Speed Camera systems and not more than six (6) Truck Enforcement systems in the first year of operation. At any time, the City may increase or decrease the number of complete camera systems installed for the ATVES program.


The scope of professional services requested through this RFP involves multiple components to support the ATVES program.

The City intends to select the services of one or more Vendors for a contract with a duration of five (5) years, with two (2) renewal options of two (2) years each on the same terms and conditions at the sole discretion of the City.

Vendors are advised that Proposals are due on the date set forth above. Vendors should pay particular attention to the instructions contained in the solicitation documents as well as the use of the appropriate proposal envelope for each submission. The terms, conditions, and specifications for this RFP may be picked up free of charge at the Baltimore City Service Center located on the first floor of the Abel Wolman Municipal Building, Baltimore, Maryland 21202 on or after January 22, 2016.

A **MANDATORY** pre-proposal conference for Vendors will be conducted at 10:00 AM. on February 8, 2016, at 417 E. Fayette Street, Charles L. Benton, Jr. Building, 7<sup>th</sup> Floor, Richard Chen, Conference Room, Baltimore, MD 21202. The DOT contact for this RFP is Frank Murphy who may be contacted at [dotrfps@baltimorecity.gov](mailto:dotrfps@baltimorecity.gov). No phone calls will be accepted.

APPROVED:

  
\_\_\_\_\_  
William M. Johnson, Director  
Department of Transportation  
City of Baltimore

APPROVED:

  
\_\_\_\_\_  
Kevin Davis, Police Commissioner  
Baltimore City Police Department

The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into the Contract. Failure of Vendor(s) to comply with this subtitle shall constitute a material breach of the Contract and shall entitle the City to terminate the Contract immediately upon delivery of written notice of termination to the Vendor(s). The Vendor(s) will: (i) fulfill program commitments submitted with the bids; (ii) make good faith efforts to utilize minority and women's business enterprises; and (iii) maintain records reasonably necessary for monitoring compliance with this subtitle.

The MBE Goal = 4% and the WBE Goal = 1%.

#### **4.2.3.2. Local Hiring**

Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:

- a. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor's Office of Employment Development ("MOED") grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.
- b. Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the Vendor(s) shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The Vendor(s) will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: [www.oedworks.com](http://www.oedworks.com).
- c. Should the Vendor(s) workforce plan indicate a need to fill new jobs, the Vendor(s) shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the Vendor(s) shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.
- d. For all contracts subject to the Local Hiring Law, the Vendor(s) shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

Copies of the Local Hiring Law and its rules and regulations are attached as Exhibit E and incorporated herein.

#### **4.2.3.3. Youth Works**

The Vendor(s) shall comply with the Mayor's Executive Order for the Baltimore City's YouthWorks program, which is attached as Exhibit D and incorporated herein.

#### **4.2.3.4 Nondiscrimination**

The Vendor(s) shall operate under this Contract so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability or other unlawful

## **Exhibit B - Terms and Conditions Acceptance Sheet**

Each and every person Bidding must sign here to acknowledge acceptable of Exhibit B – General Terms and Conditions. In case of Firms, give the first and last name of each member, in full, with residence.

In case a Bid shall be submitted by or in behalf of any Corporation, it shall be signed in the name of such Corporation by some authorized Officer or Agent, thereof, who shall also subscribe his Name and Office.

I understand that failure to accept Terms and Conditions may be cause for rejection of bids.

WITNESS \_\_\_\_\_

(SIGNED) \_\_\_\_\_

(TITLE) \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

WITNESS \_\_\_\_\_

(SIGNED) \_\_\_\_\_

(TITLE) \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

WITNESS \_\_\_\_\_

(SIGNED) \_\_\_\_\_

(TITLE) \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

**MAYOR AND CITY COUNCIL OF BALTIMORE CITY  
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28  
MINORITY AND WOMEN'S BUSINESS PROGRAM**

<b>MBE AND WBE PARTICIPATION COMMITMENT FORMS</b>
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Name of Bidder (Proposer) \_\_\_\_\_  
Address \_\_\_\_\_  
Contracting Agency: \_\_\_\_\_  
Contract (Project) Title: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Bid Due Date: \_\_\_\_\_

**The Overall MBE goal is 4%      The WBE goal is 1%**

If MBE Sub-Goals Apply:

African American .....	N/A%
Asian American .....	N/A%
Hispanic American ....	N/A%
Native American .....	N/A %

**THIS PACKAGE OF MBE AND WBE PARTICIPATION  
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)

Baltimore City Department of Law

Room 101, City Hall

100 N. Holliday Street

Baltimore, MD 21202

(410)396-4355

## PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition) – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. **THE FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A BREACH OF CONTRACT.**

Highlights of the City’s MBE/WBE program are noted below. A complete copy of Article 5, Subtitle 28 of the Baltimore City Code (2014) is available on the website at:

[www.baltimorecity.gov/Government/Citychartercodes.aspx](http://www.baltimorecity.gov/Government/Citychartercodes.aspx) or at the Minority and Women’s Business Opportunity Office.

### 1. BID REQUIREMENTS

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. Bidder must submit the following completed documents **WITH THE BID**:

**Part B: Statement of Intent Form(s)** – to be signed by Bidder and MBE or WBE

**Part C: Statement of Self-Performance** – if applicable, to be signed by Bidder

**Part D: MBE/WBE Participation Affidavit** – to be completed and signed by Bidder

**Part E: MBE/WBE Participation Waiver Request**– to be completed and submitted by Bidder if unable to meet the participation goals

Any bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

### 2. VERIFYING CERTIFICATION

**Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Minority and Women’s Business Opportunity Office (MWBOO) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract.** A directory of certified MBEs and WBEs is available online at <http://cityservices.baltimorecity.gov/law/mwboo> or at the offices of MWBOO. (Art. 5, §28-48(d))

### 3. COUNTING MBE AND WBE PARTICIPATION

#### a) Participation of M/WBE’s

**A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project.** The bidder must select the goal to which the business enterprise is to be counted. (Art. 5, §28-31(b) and §28-35))

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform.** (Art 5, §28-31(d)).

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise and actual responsibility to perform, manage and supervise. (Art. 5, §28-32)

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. (Art. 5, §28-33)

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. (Art. 5, §28-36)

Non-Manufacturers – **Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.**  
(Art. 5, §28-37)

*Example: If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.*



g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent (Art. 5, §28-38)

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28-39)

i) Non Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. (Art. 5, §28-41).

**4. WAIVER REQUESTS**

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. (Art. 5, §28-62).

**5. SUBSTITUTION OF MBE OR WBE**

The Minority and Women's Business Opportunity Office must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract. (Art. 5, §28-63(a)).

**6. CONTRACT REQUIREMENTS**

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. (Art. 5, §28-48 (e)).

Before final payment, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and gender.

**PART B: MBE/WBE AND PRIME CONTRACTOR'S  
STATEMENT OF INTENT**

**COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE  
NAMED IN THIS BID.**

**(Make additional copies of this form as needed)**

**PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH  
PARTICULAR ATTENTION PAID TO SECTIONS 2, 3a and 3f**

Name of Prime Contractor: \_\_\_\_\_

Name of MBE or WBE (*circle one*): \_\_\_\_\_

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

\_\_\_\_\_

Materials/Supplies to be furnished by MBE or WBE:

\_\_\_\_\_

**Subcontract Dollar Amount:** \$ \_\_\_\_\_ (*If this is a requirement contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.*)

**Subcontract percentage of total contract:** \_\_\_\_\_%

**(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)**

African American: \_\_\_\_\_%      Asian American: \_\_\_\_\_%

Hispanic American: \_\_\_\_\_%      Native American: \_\_\_\_\_%

The undersigned Prime Contractor and Subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

\_\_\_\_\_  
Signature of Prime Contractor (**REQUIRED**)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of MBE or WBE (**REQUIRED**)

\_\_\_\_\_  
Date

**ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.**

**PART C: STATEMENT OF INTENT TO SELF-PERFORM**

**PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTION 2, 3a, 3b and 3f.**

Name of Prime Contractor: \_\_\_\_\_

Self-Performance to be counted toward the MBE \_\_\_\_\_ or WBE \_\_\_\_\_ goal. *(Check One)*

Brief Narrative Description of the Work/Service to be Self-Performed by the Prime Contractor:

\_\_\_\_\_

Materials/Supplies to be furnished by the Prime Contractor:

\_\_\_\_\_

**Total Dollar Amount of Work/Services to be  
Self-Performed by the Prime Contractor on this Contract: \$** \_\_\_\_\_

**Total Dollar Amount of Self-Performed Work  
to be counted toward the MBE or WBE Goal:**  
*(May count up to 50% of the total dollar amount of self-performed work): \$* \_\_\_\_\_

**Percentage of Total Contract to be  
Self-Performed by Prime Contractor on this Contract: \_\_\_\_\_ %**

**(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)**

African American: \_\_\_\_\_ % Asian American: \_\_\_\_\_ %

Hispanic American: \_\_\_\_\_ % Native American: \_\_\_\_\_ %

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

\_\_\_\_\_  
Signature of Prime Contractor **(REQUIRED)**

\_\_\_\_\_  
Date

**PART D: MBE/WBE PARTICIPATION AFFIDAVIT**

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of **4%** and the WBE goal of **1%** for this contract. Contractor has achieved the following participation:

MBE-\$\_\_\_\_\_ or \_\_\_\_\_% and WBE-\$\_\_\_\_\_ or \_\_\_\_\_%  
of the total contract amount which is \$\_\_\_\_\_.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name and Title

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM**

Name of Bidder (Proposer) \_\_\_\_\_  
Address \_\_\_\_\_  
Contracting Agency: \_\_\_\_\_  
Contract (Project) Number and Title: \_\_\_\_\_  
Bid Due Date: \_\_\_\_\_

**Goals on this contract.....**MBE: \_\_\_\_\_% and WBE: \_\_\_\_\_%

If MBE Sub-Goals Apply:

African American: \_\_\_\_\_% Asian American: \_\_\_\_\_%

Hispanic American: \_\_\_\_\_% Native American: \_\_\_\_\_%

**I have achieved.....**MBE: \_\_\_\_\_% and WBE: \_\_\_\_\_%

If MBE Sub-Goals Apply:

African American: \_\_\_\_\_% Asian American: \_\_\_\_\_%

Hispanic American: \_\_\_\_\_% Native American: \_\_\_\_\_%

**I am requesting a waiver of.....**MBE: \_\_\_\_\_% and WBE: \_\_\_\_\_%

If MBE Sub-Goals Apply:

African American: \_\_\_\_\_% Asian American: \_\_\_\_\_%

Hispanic American: \_\_\_\_\_% Native American: \_\_\_\_\_%

I have contacted MWBOO for assistance: \_\_\_\_\_Yes \_\_\_\_\_No (Check One)

Number of MBE firms contacted: \_\_\_\_\_ (Attach a list of names.)

Number of WBE firms contacted: \_\_\_\_\_ (Attach a list of names.)

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Date

**PART F: SUBCONTRACTOR UTILIZATION FORM**

**THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.**

Prime Contractor's Name: \_\_\_\_\_

Contract Number and Title: \_\_\_\_\_

Total Contract Dollar Amount: \_\_\_\_\_

**Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).**

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

\_\_\_\_\_  
Prime Contractor's Signature

\_\_\_\_\_  
Date

## City Response to Vendor Questions

1. Can the City provide more issued citation data from the previous automated red light and speed enforcement programs?

**City Response: No.**

2. Is payment processing in any way part of the scope of this RFP for the vendor?

**City Response: Vendors must coordinate with the City's Department of Finance and the Mayor's Office of Information Technology for the processing of payments. Ultimate payment processing is the responsibility of the Baltimore City Department of Finance.**

3. How many work zones are established typically in any given year? What is the average time each work zone is established?

**City Response: Approximately 5 to 7 work zones are established throughout the City annually. Work zones generally are in place between 30 days and two years.**

4. Other than work zones, are there any other 24/7 enforcement sites?

**City Response: Red light locations are enforced 24/7.**

5. Can the Commercial Vehicle Monitoring Systems be fixed or portable or both?

**City Response: Commercial Vehicle Monitoring Systems should be portable. Systems can be fixed but are subject to relocation per the City when required.**

6. Will the City provide the citation format and text for a Commercial Vehicle Monitoring Citation?

**City Response: The City will provide the format and text to the vendor(s) that are selected.**

7. Can red-light automated enforcement systems use remote sensing of the traffic signal so that no interconnection to the traffic signal electronics is necessary?

**City Response: As stated in section 2.4.9, the red light camera shall be connected by the Vendor(s) to the traffic signal controller under DOT personnel supervision to ensure relay contact closure of the signal controller occurs when the traffic signal enters the yellow clearance interval and red phase.**

8. Does a red light violation have to have a speed measurement on the citation? If so, why? The State law does not require it.

**City Response: Yes. All citations produced should have a speed measurement on the citation per BPD. Although the law does not require it, the City wants speed data to determine if the site should be included in the expansion of the speed camera locations.**

9. Does a right or left turn on red violation have to have a speed measurement on the citation?

**City Response: Yes.**

10. Does a Commercial Vehicle Monitoring Citation have to have a speed measurement on the citation?

**City Response: Yes.**

11. Will the City consider alternative fee structures that also do not compensate the vendor based on a percentage of the money collected or the number of violations issued?

**City Response: Yes the City will consider proposed alternative fee structures. However, all vendors submitting a response to the RFP must also provide prices in accordance with the provided price sheets (Exhibit A of RFP). Submissions will be considered incomplete if the provided cost sheets are not submitted with the proposal. Vendors submitting an alternate fee structure will not be given a higher score due to the submitted alternative.**

12. Will the City consider a fee per ticket model for Red Light and Right/Left turn on Red Citations as the law allows?

**City Response: No.**

13. If existing ATVES system infrastructure is still installed at a site what does the City wish to keep or remove?

**City Response: Vendors may use existing poles and wiring at existing locations at their discretion. Vendors may not use any other existing equipment. All prior equipment will remain the property of Baltimore City.**

14. Will the City pay for the previous ATVES system disassembly and removal?

**City Response: No. Vendors will be responsible for removal of prior ATVES equipment if they are assigned a location that was previously used. All prior equipment will remain the property of Baltimore City.**

15. Are there any City roads that have 6 lanes of travel in one direction?

**City Response: Yes, the following roadways have 6 lanes of travel in one direction.**

- a. Pratt from Calvert to President Street (5 blocks);**
- b. Lombard from Commerce to Light (3 blocks);**
- c. Light from Lombard to Pratt (1 block).**

16. If more than one vendor is chosen, what are the main “integration” activities contemplated by the City?

**City Response: Integration would be with City systems. If multiple vendors are chosen, each system must be able to integrate with relevant Department of Finance and Mayor’s Office of Information Technology systems without causing disruption to another vendor system.**



17. In 2.8.3 does the City mean 5 calendar days or business days?

**City Response: 5 calendar days due to the some camera systems being in operation 24/7.**

18. What is the number and type of resources that BPD will be dedicating to the implementation and operation of the ATVES program?

**City Response: BPD will begin with 10 reviewers and one manager during the beginning stages of the program. As the number of cameras increases, the number of reviewers will also increase.**

19. In 2.17.3 can the City exclude permitting from the liquidated damages assessment timing since the vendor has no control over how long a permit by the SHA or DOT takes?

**City Response: The City will not exclude permitting from the liquidated damages assessment. However, if the vendor can demonstrate/document permitting is resulting in delays and the City agrees with the provided documentation, liquidated damages will not be assessed.**

20. Is the MBE/WBE Goal of 0% correct? Will the City award credit under the selection criteria if a vendor provides MBE/WBE content anyway?

**City Response: Please refer to updated MBE/WBE goals contained in this addendum. The City encourages expanded use of minority and women owned businesses beyond the minimum goals.**

21. Page 15, 2.12.1: States that vendor is to train thirty (30) City personnel to "...operate the violation processing system workstations." What kind of violation processing tasks will these personnel be performing?

**City Response: BPD staff will utilize these workstations to approve potential citations submitted by the vendor. In addition, DOT personnel will be reviewing potential citations submitted by the vendor for accuracy in accordance with the monthly accuracy rate.**

22. Page 22, 2.19.1: States all cameras must be "NEW EQUIPMENT" and not "REPURPOSED". Does this refer to the repurposing of equipment already present at the listed sites? Please confirm that "NEW" refers to equipment not currently installed and prohibits reusing already existing installations from prior City programs.

**City Response: No camera equipment from prior programs that may be present at a site may be utilized by any vendors awarded a contract through this RFP. Vendors may utilize poles and/or wiring that is already present at the site.**

23. Page 23, 2.19.2, bullet 4 states vendor shall pay BGE directly for all metered power costs. Is BGE prepared and will run lines and install meters as necessary in a timely manner? Will vendors be penalized for BGE missing its project timelines?

**City Response: The City cannot speak for BGE's timeline. Vendors would need to provide documentation to the City that BGE was the reason for the delay. If the vendor can document the delay was due solely to BGE it will not be penalized.**

24. Will the City be requiring all training provided to sworn law enforcement officers to be conducted by a Maryland Police and Correctional Training Commission (MPCTC) Certified Instructor, in accordance with MPCTC standards?

**City Response: Yes.**

25. Will Training be provided to all Sworn Law Enforcement Officers be required to carry an annual in service approval number through the MPCTC?

**City Response: Yes.**

26. Will the BPD officer's approving violations be RADAR/LIDAR certified in accordance to MPCTC and NHTSA standards or will the vendor be required to provide that training, and does that training require a MPCTC annual in-service approval number?

**City Response: Yes, everyone that participates in the ATVES program was and will be Lidar/Radar certified. Yes this is a standard that we have always followed. Also, BPD trains any officer that needs to be lidar or radar certified.**

27. How many officers does the City anticipate participating in the approval process of violations?

**City Response: BPD will begin with 10 officers for review and approval of violations. As the program increases, the number of officers will increase accordingly.**

28. How many officers does the city anticipate requiring training in RADAR/LIDAR, violation approval, and ATVES court procedures?

**City Response: Every BPD officer that is assigned to the program is already trained in Lidar /Radar. It is a required certification/qualification.**

29. What will be the role of the BPD in the Automated Enforcement Program in comparison to other jurisdictions programs?

**City Response: BPD's role will be in accordance with State law.**

30. Due to the snow and road closures last week, which made it difficult to assemble the teams, can the City extend the due date of the proposal?

**City Response: The City will extend the deadline to March 9, 2016 in order to account for Winter Storm Jonas and to allow vendors to review the addendum.**

31. Can the City expand on the requirements of the commercial vehicle monitoring system? Definition, purpose, objectives, technical requirements?

**City Response: Md. TRANSPORTATION Code Ann. § 24-111.3 provides details on the purpose and definition of commercial vehicle monitoring. Commercial trucks are restricted from traveling on certain roadways within City limits. The commercial vehicle monitoring provides a means of identifying and citing vehicles violating.**

32. The City's website currently has information on a walk-in payment center, web payment, phone payment, and mail payment options. Are all of these payment options continued to be offered and run by the City? If so, do we get a file with payment information to update our Citation processing system financial tracking for reconciling purposes?

**City Response: These are city services that are provided for a variety of payments. They will continue to be offered and run by the City's Department of Finance. Vendors will need to coordinate with the Department of Finance and the Mayor's Office of Information Technology to ensure proper integration between vendor system and City's payment system.**

33. Do we have to have someone out from SHA and/or the BPD during the install or do they perform their inspection afterwards?

**City Response: DOT staff will perform inspections after installation is complete.**

34. Could we find out what the installation procedures were when the other vendors were in Baltimore?

**City Response: No.**

35. Under 2.18.2 how many open records need to be migrated into the new system? What is the file format?

**City Response: This information will be provided to selected vendor(s).**

36. Section 4.2.1.3 ii of the RFP states "vendor(s) must provide references from 3 government jurisdictions with programs, similar in size and complexity to the ATVES program desired by the City (minimum of 20 Red Light and/ or Speed Cameras units or 150,000 citations mailed annually) and shall be from programs the Vendor(s) has operated within the past 5 years."

For clarification to ensure the fullest and most qualified competition for the City's business, the City is asked to revise this provision as follows:

"vendor(s) to provide references from up to five (5) government jurisdictions; with at least one (1) reference coming from a program similar in size and complexity to the ATVES program desired by the City (minimum of 20 Red Light and/ or Speed Cameras units or 150,000 citations mailed annually); with all references from programs the vendor(s) has operated within the past 5 years; and with all references totaling at least 300,000 citations mailed annually."

**City Response: While the City will not change the language of the RFP, if the programs are "similar" in nature, they may be considered at the City's sole discretion.**

37. On page 4, Section 2.3 - regarding existing infrastructure, will the City be removing all existing infrastructure (excluding poles, conduit and utility connections) owned by the City? If not, how will this task be accomplished? Is there any infrastructure left that is still owned by the previous vendors? If so, what does the City plan to do with that?

**City Response: If assigned to a prior location, vendor will be required to remove existing equipment. All infrastructure that remains is the property of the City of Baltimore.**

38. Section 2.6.10 - If the proposer does not have live action video will they be downgraded in the evaluation process?  
**City Response: Yes. As stated in section 2.4.1 the cameras shall be able to capture data, digital images, and video necessary to clearly identify the violating vehicle and the type of violation(s) committed.**
39. Section 2.14.3 - What is the notification process for a “MAR” event? Who needs know and how will it be communicated?  
**City Response: The ATVES program director and or manager will provide this information to the designated vendor contact on a monthly basis. In additional, information will be provided to State agencies as provided by law. The City also has the discretion to release the data as it deems appropriate.**
40. Section 2.18.4g (i) - What is the “contract vehicle” for the City to pay the vendor for work done after expiration date of the initial term?  
**City Response: If the City anticipated that the contract term needed to be extended it would do so before the expiration date of the contract.**
41. Will the school zone program be operational only on days when school is in session or all 52 weeks, Monday through Friday?  
**City Response: It will be operational 52 weeks a year, Monday through Friday 6 a.m. to 8p.m. in accordance with State law.**
42. Will the portable camera units be deployed by Baltimore personnel?  
**City Response: No, vendor personnel will deploy portable cameras to assigned locations.**
43. What is the length of the shift each portable camera is typically deployed for and for how many shifts per week?  
**City Response: During prior programs, the portable cameras were active 14 hours per day, 5 days per week. The City anticipates the same time frame for this RFP.**
44. Will the portable camera units have personnel with them during their enforcement periods or just during set up and take down?  
**City Response: Personnel will only be present during set up and take down.**
45. On page 61 where it provides the violations issued by the portable speed units, how many hours per week were the systems being deployed (so we can calculate the number of violations per hour of active use)?  
**City Response: Please see response to question 3.**

46. P 26 Section 5.4 Phase III talks about a pilot test for two ATVES systems. Will this be one red light system and one speed system or is some other configuration intended?  
**City Response: The configuration will be determined based on the RFP selection process.**
47. Section 2 of Ord. 09-207 requires a 30 day period of issuance of warning notices only for school and work zone enforcement. Do portable cameras have this same requirement?  
**City Response: Yes. All cameras included in this RFP will be required to have a 30 day period of issuance of warning notices.**
48. Will the commercial vehicle monitoring systems be in fixed locations for the entire contract period or moved around? If the latter, what is the typical time span a system will be in one location? Will there be power at each location?  
**City Response: These will be placed in locations where known violations routinely occur and may remain until complaints or observations dictate higher priority locations. Vendors should assume all responsibility for a fully functional system including all software, hardware, and necessary power sources. Vendors will be responsible for moving equipment per City direction.**
49. Section 4.2.1.5 and 4.2.1.6 have page limits on the submissions. As our audited financial statements can run over a hundred pages per year, can the page limit for both of these sections be removed in order to fully comply with the information requested.  
**City Response: The City will accept these files in electronic format and will not be counted against the page limit for hard copy submissions.**
50. Will the program require the vendor to provide lockbox services?  
**City Response: No.**
51. How many violations are anticipated for commercial vehicle monitoring systems?  
**City Response: As this is a new program in the City, data is not available at this time.**
52. Pg 30 section 4.2.1.5 and 4.2.1.6 – If the City requests a full copy of the vendor’s financial statements, may the statements be provided in an electronic format only due to the length of the statements.  
**City Response: Yes.**
53. Pg 34, 5.2 Phase I Preliminary Proposal Assessment indicates that the vendor will need to accept Exhibit B: City’s General Conditions. How would the City like the vendor to acknowledge acceptance of Exhibit B?  
**City Response: Please see acceptance sheet at the end of the addendum. All vendors must include this sheet with their Technical Bid package.**

54. Pg 35, Bonding Capacity – A performance bond equal to the amount of the contract is required as part of this proposal. Is the performance bond only required until the systems are installed and fully operational? If the bond must remain valid longer, shall the bond value be equivalent to the amount of the remaining contract.

**City Response: As stated in the RFP, the EC will consider if a Vendor has the ability to provide a performance bond equal to the amount of the Contract. A performance bond is not required until after a contract is awarded.**

55. Our team wants to ensure our proposal and pricing incorporates all feedback from the City however, our proposal will be shipped on Thursday, 2/18 to allow adequate time for shipping. Depending upon the timing of an addendum addressing all Q&A, we would like to request an extension for the RFP due date to be 5 business days after answers are released.

**City Response: The City will extend the deadline to March 9, 2016 in order to account for Winter Storm Jonas and to allow vendors to review the addendum. Please be mindful the City is not responsible for responses not received on time due to proposals being mailed or shipped.**

56. Will permanent signage be needed at all possible portable camera sites or just when the sites are active as the following statute seems to imply the former?

§ 21-809(b)(1)(v):

(v) An ordinance or resolution adopted by the governing body of a local jurisdiction under this paragraph shall provide that, if the local jurisdiction moves or places a mobile or stationary speed monitoring system to or at a location where a speed monitoring system had not previously been moved or placed, the local jurisdiction may not issue a citation for a violation recorded by that speed monitoring system:

1. Until signage is installed in accordance with subparagraph (vii) of this paragraph; and
2. For at least the first 15 calendar days after the signage is installed.

§ 21-809(b)(1)(vi)

(vi) This section applies to a violation of this subtitle recorded by a speed monitoring system that meets the requirements of this subsection and has been placed: . . . 2. In a school zone with a posted speed limit of at least 20 miles per hour; or . . .

**City Response: The City will be responsible for signage.**

57. What is the City's expected functionality of the overheight vehicle enforcement system?

**City Response: Md. TRANSPORTATION Code Ann. § 24-111.3 provides details on the purpose and definition of commercial vehicle monitoring. Commercial trucks are restricted from traveling on certain roadways within City limits. The commercial vehicle monitoring provides a means of identifying and citing vehicles violating.**

**They system must be able to identify over-height vehicles in the designated area of enforcement. Vendors may provide different solutions as to how to achieve this enforcement.**

58. Page 3 of the RFP describes the desired truck enforcement systems as “commercial vehicle time/place restriction enforcement cameras.” Appendix G in the RFP includes § 24-111.3 of the Maryland Transportation Code for a “vehicle height monitoring system.” Does the City consider a truck enforcement system as described on page 3 and a vehicle height monitoring system as described in Appendix G one and the same? If not, is there a different scope of enforcement activities anticipated for the truck enforcement system?

**City Response: They are the same.**

59. Scope of work item 2.18.2.b calls for the vendor to import outstanding events and citations, if any, that remain open from the previous contract. Are there outstanding events and citations from the last two programs that need to be imported into the awarded vendor’s system to process and close out?

**City Response: This information will be provided to selected vendor(s).**

60. Will the City allow the vendor to utilize existing assets (previous vendor poles, street light poles, power) for RLC and ASE enforcement?

**City Response: Vendors may use existing poles and wiring at existing locations at their discretion. Vendors may not use any other existing equipment. All prior equipment will remain the property of Baltimore City.**

61. What information does the City require to be embedded in the citation's scan line?

**City Response: City Response: All pertinent information to the violation, including but not limited to:**

- a. Location of violation (including lane)**
- b. Speed**
- c. Time & Date**
- d. Red Time**
- e. Amber Time**
- f. Type of Violation**
- g. System number**

62. Will the City define in more depth the nature of the "Truck Enforcement" element of the ATVES, both regarding the BCC "Commercial Vehicle Monitoring System" and the Md TA "Vehicle Height Monitoring System?" Will restrictions be on height, weight, route restrictions, etc? Will the vendor be allowed to utilize non-standard detection technology?

**City Response: The City Commercial Vehicle Monitoring System and the Vehicle Height Monitoring System are the same. Vendors may use non-standard detection technology if they can demonstrate effectiveness and accuracy and full compliance with State regulations. It is the City’s final decision as to what technology will be deemed acceptable. Any technology specifically prohibited in the request for proposals may not be utilized.**

**The restrictions will be based on height and routes.**



63. Who is designing the Public Information Campaign?

**City Response: The vendor will design the public information campaign for review and approval by the City.**

64. When does the City expect the public information campaign to begin?

**City Response: At a minimum 30 days prior to the warning period.**

65. In addition to press releases, planning live events/press conferences, outreach to community organizations, answering queries from the media and arranging interviews, what does the City require to be included in the campaign?

**City Response: The vendor is required to design the campaign. The City will review and approve.**

66. What print or broadcast media production needs to be developed for the campaign?

**City Response: See response to question 65.**

67. What graphics need to be developed (i.e. Logo, banners, posters)?

**City Response: See response to question 65.**

68. Is there a media buy expectation and, if so, how will it be purchased?

**City Response: See response to question 65.**

69. Who will the city provide as spokespeople for the campaign?

**City Response: The City will designate a program director or public information officer for the campaign after vendor selection is finalized.**

70. What are the social media requirements of the campaign?

**City Response: See response to question 65.**

71. How many hours/days per week does the City expect the Public Relations contractor to be available to the City Government?

**City Response: At a minimum up to 12 hours a day Monday through Friday and on call for weekends as dictated by community meetings.**

72. How is the DOT managed contract different from the Bureau of Purchasing?

**City Response: Invoicing would come through DOT Contract Administration. Other than that there is no difference in terms of contract management. DOT Contract Administration will manage the contract.**

73. What is the timeline for award?

**City Response: The City's goal is to have contracts awarded by August 1, 2016.**



74. If MBE/WBE goals change will it be for Baltimore certified MBEs?

**City Response: Yes.**

Q #	RFP Section	RFP Page #	RFP Language	Comment/Clarification / Question
1.	4.2.1.5	30	<p>The Vendor(s) should provide a copy of its audited financial statements for the last three (3) years. Vendor(s) that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than financial statements requested by this section.</p> <p>If Vendor(s) is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.</p>	<p>The page limitation is 5 pages for 3 years of audited financials. However, our audited financials are almost 300 pages.</p> <p>Can the limitation of pages be eliminated, or can the limitation be directed only to additional statements regarding financial stability?</p> <p><b>City Response: The City will accept these files in electronic format and will not be counted against the page limit for hard copy submissions.</b></p>
2.	4.1.2 and 4.2.1.5	26 and 30	<p>4.1.2 The Proposals must be prepared on 8 ½" by 11" letter sized paper, bound on the long side. The Vendor(s) shall submit an original plus five (5) copies of the Proposal, each in a three (3) ring binder. The Vendor(s) shall also submit one (1) electronic copy of the Proposal in PDF format on a flash drive (USB).</p> <p>4.2.1.5 The Vendor(s) should provide a copy of its audited financial statements for the last three (3) years. Vendor(s) that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than financial statements requested by this section.</p> <p>If Vendor(s) is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.</p>	<p>Given the length of our audited financial statements, would the City be willing to accept these documents in electronic format only?</p> <p><b>City Response: Yes</b></p>
3.	4.2.3.3 and Exhibit D	32 and 52	<p>4.2.3.3. Youth Works. The Vendor(s) shall comply with the Mayor's Executive Order for the Baltimore City's YouthWorks program, which is attached as Exhibit D and incorporated herein.</p> <p>Exhibit D. states at the bottom that each vendor should fill in the form and include in the original offer package.</p>	<p>Exhibit D is required; however there are no specific instructions as to where to place it in the response. Please confirm if this form is to be placed in the Technical Proposal after Exhibit H.</p> <p><b>City Response: Vendors should submit the entire RFP with all signed documents and attached all addendums provided before the bid due date.</b></p>
4.	5.2			<p>Although the Evaluation Criteria (RFP section 5.2) states that vendors will be evaluated on their acceptance of the Terms &amp; Conditions in Exhibit B, there is no mention of how or where that acceptance is to be included within the response.</p>

Q #	RFP Section	RFP Page #	RFP Language	Comment/Clarification / Question
				<b>City Response: Please see acceptance sheet contained in the addendum. All vendors must include this sheet with their Technical Bid package.</b>
5.	General		Samples, photos, reports, and etc	<p>There are a few places within the Scope of Work that state we are to include samples, photos, reports, and etc. Please confirm whether they will be counted against the page limitation.</p> <p><b>City Response: No. It will not be counted against the page limitation.</b></p>
6.	2.3 Background/ Exhibit A – ATVES Program Pricing Sheets	4 and 39	<p>EXISTING ATVES RED LIGHT, SPEED, AND PORTABLE SPEED CAMERAS AND DETECTION SYSTEMS OWNED BY THE CITY SHALL NOT BE USED BY THE VENDOR(S) FOR THIS RFP.</p> <p>* Vendor(s) should submit a monthly fixed fee per installed system. The fee should include all installation and equipment costs, service and maintenance costs, violation processing costs, and all other costs related to the scope of work required (including the \$250,000 annual expense toward the City’s Public Information campaign to educate the public about and market the ATVES system). The Vendor(s) will be responsible for all operating costs and staff for the provision of this Contract.</p>	<p>Is the successful Contractor expected to remove any existing red light, speed, and portable speed cameras and detection systems or will the City remove them? If vendor is to remove them, how should those costs be accounted for?</p> <p><b>City Response: Yes. Vendors will be responsible for removal of prior ATVES equipment if they are assigned a location that was previously used. All prior equipment will remain the property of Baltimore City. Vendors may utilize existing poles or wiring that may be in place at that location at their discretion.</b></p>
7.	2.1 Description of Services	3	The City intends to enter into a professional services contract with one or multiple Vendors to enable a Citywide ATVES program as authorized by and consistent with State of Maryland (“State”) and Baltimore City (“Local”) laws (“the “Contract”).	<p>If the City contracts with multiple vendors, how would the City split the scope of work?</p> <p><b>City Response: The scope will be based on locations and types of service provided (red light, speed, truck).</b></p>
8.	2.1 Description of Services	3	The City intends to enter into a professional services contract with one or multiple Vendors to enable a Citywide ATVES program as authorized by and consistent with State of Maryland (“State”) and Baltimore City (“Local”) laws (“the “Contract”).	<p>Are Vendors able to bid on only certain elements of the scope of work? For example, can a vendor propose to provide only Red Light Camera systems and the associated services?</p> <p><b>City Response: No. Vendors must bid on the entire RFP.</b></p>
9.	2.6.4, ATVES General Operational Requirements	8	The Vendor(s) must establish an emergency 24 hour help line for the City or its designee.	<p>How does the City intend to use the emergency 24-hour help line?</p> <p><b>City Response: To ensure communication between the City and vendor(s) in an emergency situation.</b></p>
10.	3.1.2 g.,	24	g. Only written addenda duly issued by the City are recognized as amendments to this solicitation. Therefore, if a written addendum is not issued by the City, the terms, conditions and specifications shall prevail as written herein. If it becomes	When does the City expect to provide responses to questions: a) received by the Pre-Proposal Conference? b) received between the Pre-Proposal Conference and the deadline of Feb. 15?

Q #	RFP Section	RFP Page #	RFP Language	Comment/Clarification / Question
			necessary to revise or expand upon any part of this RFP, an addendum will be sent in the same manner as this RFP documentation. The addendum may include, but will not be limited to, the following: • responses to questions and requests for clarification sent to the DOT according to the provisions of this Section; or • responses to questions and requests for clarification raised at the pre-proposal conference or by the deadline for submission of questions.	<b>City Response: All questions received by February 15 are included in this addendum.</b>
11.	4.2.3 Legal Requirements	31	The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into the Contract....The MBE Goal = 0% and the WBE Goal = 0%.	Based on our understanding of the Baltimore City Code, Article 5, Subtitle 28, there should be an MBE goal for this contract. Please confirm that there is neither an MBE or WBE goal.  <b>City Response: Please refer to updated MBE/WBE goals contained in this addendum. The City encourages expanded use of minority and women owned businesses beyond the minimum goals.</b>
12.	5.3. Phase II – Proposal Evaluation (Technical and Price Proposals)	35	Technical Proposal: The EC will evaluate the extent to which a Vendor(s) technical proposal meets the project requirements set forth in the RFP. This will include a detailed analysis of the Vendor(s) qualifications, experience, proposed implementation plan and other factors based on the evaluation criteria outlined below:	How many points are assigned to each of the categories (Professional and Technical Competence, Professional Qualifications and Specialized Experience of Vendor and Team Committed to the Project, Past and Current Performance of the Vendor(s) and Team members, Professional Qualifications and Specialized Experience of Vendor(s) Key Personnel and Local Availability of Key Personnel; and Quality, Comprehensiveness and Adequacy of the proposed Implementation Plan)?  <b>City Response: As a professional services contract, the City's evaluation committee will review proposals and rank them overall considering all applicable criteria without assigning a specific point value to any one criteria. But we rank the technical packages before opening and considering any price packages.</b>

Q #	RFP Section	RFP Page #	RFP Language	Comment/Clarification / Question
13.	4.1.2	26	4.1.2 The Proposals must be prepared on 8 ½" by 11" letter sized paper, bound on the long side. The Vendor(s) shall submit an original plus five (5) copies of the Proposal, each in a three (3) ring binder. The Vendor(s) shall also submit one (1) electronic copy of the Proposal in PDF format on a flash drive (USB).	The RFP restricts page size to 8 ½ X 11 inch paper. For complex documents like Microsoft Project plans and diagrams, may Bidders use larger paper folded down to 8 ½ x 11 inch size?  <b>City Response: Yes.</b>

Q #	RFP Section	RFP Page #	RFP Language	Comment/Clarification / Question
14.	4.1.2	26	The Vendor(s) shall also submit one (1) electronic copy of the Proposal in PDF format on a flash drive (USB).	Would the City like the electronic copy in a redacted version, full version, or both? <b>City Response: A full version must be submitted.</b>
15.	Exhibit A – ATVES Program Pricing Sheets	39	(including the \$250,000 annual expense toward the City's Public Information campaign to educate the public about and market the ATVES system)	Since the City may pick a vendor for each program, Fixed Red Light, Fixed Speed, Portable Speed and Truck Enforcement, can the City please let the bidders know how much of the \$250,000 should be allocated to each program?
16.	General			If the vendor can demonstrate a price saving to the City if multiple enforcements are awarded to the vendor, how should that savings be reflected separately on the pricing form? <b>City Response: Please provide a separate summary describing the price savings that could be achieved if vendor is awarded multiple enforcements.</b>
17.	Section 2.6.7	Page 9	The Vendor(s) must support integration of all systems if there are multiple Vendors implementing the ATVES system Citywide.	Please clarify what integration is required. <b>City Response: Integration would be with City systems. If multiple vendors are chosen, each system must be able to integrate with relevant Department of Finance and Mayor's Office of Information Technology systems without causing disruption to another vendor system.</b>
18.	Section 2.8.7	Page 11	Red light violations...The video shall begin approximately four (4) seconds before the end of the green phase, and shall be at least twelve (12) seconds in duration.	If the violator is violating at the end of the red phase, the video could be as long as 2 minutes. Would the 12 second video clip that is standard in the industry, four seconds prior to the violation and continue for at least a 12 second duration capturing the vehicle proceeding through the intersection be acceptable for this RFP? <b>City Response: Yes</b>
19.	Section 2.3	Page 4	If owned by the City, the existing ATVES infrastructure (poles, conduit, and utility connections) may be used at the Vendor(s) discretion.	Further to this statement, is it acceptable to attach Vendor equipment to other existing City owned non-ATVES infrastructure at the intersections (e.g., a light or signal pole)? <b>City Response: Yes, with prior approval of the Department of Transportation.</b>
20.	Section 2.4.2	Page 5	The ATVES must include technology and equipment to document vehicle that run red lights, whether	Is it the City's intent to issue right or left turn on red prohibitions?

Q #	RFP Section	RFP Page #	RFP Language	Comment/Clarification / Question
			traveling straight through the intersection or violation right or left-turn on red prohibitions.	<b>City Response: Yes.</b>
21.	General			Is there a requirement for the ATVES equipment to be UL certified? <b>City Response: No.</b>
22.	2.14.1 Performance Standards	Page 16	Each ATVES system must be installed, tested, and operational within six (6) weeks of notice to proceed for the installation of an individual system for the City.	What is the expected duration for issuance of a permit at City locations? <b>City Response: The City will not exclude permitting from the liquidated damages assessment. However, if the vendor can demonstrate/document permitting is resulting in delays and the City agrees with the provided documentation, liquidated damages will not be assessed. The City anticipates that 6 weeks will be sufficient to receive the permit and have equipment installed, tested and operational.</b>
23.	General			The use of directional boring can significantly improve the construction and installation timeline for fixed cameras where dedicated conduit is required. Will the City allow the selected vendor to use directional boring for conduit installation? <b>City Response: No. The City does not allow directional boring. The Department of Transportation will inform vendors as to whether conduit is present.</b>
24.	2.5 Installation, Testing and Acceptance Requirements	Page 7	Vendor(s) shall submit an ATVES site testing and warning Standard Operating Procedure ("SOP") for DOT approval in compliance with State and Local laws and regulations. The City will review all test photos, videos and citations issued during the testing and warning phases. Citation accuracy shall be verified and validated for each location by BPD/DOT tests and shall exceed 95% accuracy prior to becoming operational. The evaluation will include but not be limited to focus, range, distance, lighting, camera angle, radar consistency, calibrations, certification and accuracy.	How long is the warning period? Will the vendor be paid during the warning period? <b>City Response: The standard warning period will be 30 days. Vendors will be paid during this time frame in accordance with the monthly accuracy rate conditions outlined in the RFP.</b>
25.	4.2.1.4.c Dedicated Resources	Page 29	Vendor must provide references including: name, address, and telephone number of contact person, and brief description of work history.	Resumes must include references – how many references? <b>City Response: Please provide two references.</b>
26.	Section 2.8.3	10	The Vendor(s) shall ensure that all violation data is	Our PCU cameras don't have the ability to download remotely and

Q #	RFP Section	RFP Page #	RFP Language	Comment/Clarification / Question
			downloaded to the back office and processed within the five (5) day time frame established by the City. The automated downloads shall continually pull data on a regular basis of at least every two (2) hours, and in the event of a communications failure, a manual File Transfer Protocol ("FTP") shall be available for continuity of processing operations.	typically are downloaded daily. Will Baltimore City accept that the Portable camera systems are downloaded daily as opposed to every two hours provided that all processing turn around guidelines and maintenance requirements are met?  <b>City Response: Yes, as long as turnaround guidelines and maintenance requirements are met.</b>
27.	Section 2.4.16	6	Video shall show conditions before and after the violation. The Vendor(s) shall identify the duration of the conditions before/after video.	Is it the City's intention that the speed cameras and truck enforcement cameras have a corresponding video clip?  <b>City Response: Yes.</b>
28.	Section 2.8.16	12	Vendor(s) shall provide to the BRC a computerized list of violations for processing.	Will the City please explain what processing the Bureau of Revenue and collections will be responsible for? Payment processing, customer service, court scheduling, etc.  <b>City Response: The City's Department of Finance, Bureau of Revenue Collections will be responsible for collections of fines and issuing follow up notifications. Vendors will be responsible for coordinating with Finance and the Mayor's Office of Information Technology. Finance will also be responsible for court scheduling when appropriate. Vendors must coordinate with the City on customer service related issues and resolution.</b>
29.	Section 2.14.10	17	The Vendor(s) shall repair or replace any signage, within 48 hours of request.	Is the City requiring the vendor to purchase and install signage on City roadways? If so, is there a signing plan that can be provided to allow for proper planning? Type & size of signs, number in each direction, distances from camera, etc.  <b>City Response: The City will be responsible for signage.</b>
30.	Section 2.18.2.b	19-20	<p>The Vendor(s) will receive data from the City and BPD representatives regarding any outstanding events and citations (if any) that remain open from the previous contract. The Vendor(s) will be expected to incorporate this data into their system and process it until the events can be closed out. The transition services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Issuing follow-up notices.</li> <li>• Processing MVA flags and flag releases, including preparing flag release forms.</li> <li>• Scheduling court dates and preparing court</li> </ul>	<p>The transition plan requires the vendor to perform several functions that are not within the scope of the base agreement – mailing of follow up notices, processing flags &amp; releases, scheduling court dates, preparing correspondence, and responding to inquiries. Can you confirm that the vendor would not be required to provide these services during the transition period?</p> <p><b>City Response: The vendor is responsible for all aspects of the base agreement for every violation issued through their system up to and through final disposition of the violation.</b></p>

Q #	RFP Section	RFP Page #	RFP Language	Comment/Clarification / Question
			<p>packets. The Vendor(s) will not be required to attend court for those citations not captured under this Contract.</p> <ul style="list-style-type: none"> <li>Preparing correspondence and responding to customer inquiries</li> </ul>	
31.	General Question			<p>Will the City be limiting the truck enforcement to and exact height measurement for enforcement or will it be based on a truck classification? If based off of an exact height measurement, will the height vary by location?</p> <p><b>City Response: The City will be limiting truck enforcement to height measurement. Heights may vary by location.</b></p>
32.	General Question			<p>Is the requirement to only capture the rear plate or must we capture the USDOT number off the cab of the vehicle?</p> <p><b>City Response: For red light and speed violations, the rear plate must be captured. For commercial truck enforcement the USDOT number should be captured in addition to the rear plate.</b></p>





## SIGN IN

## BALTIMORE CITY DEPARTMENT OF TRANSPORTATION



Date:

Monday, February 08, 2016

Time:

Contract Name &amp; Number: Project 1246 AUTOMATED TRAFFIC VIOLATION ENFORCEMENT SYSTEM

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## SIGN IN

## BALTIMORE CITY DEPARTMENT OF TRANSPORTATION



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2606

SOLUTIONS INC.

SIGN IN

BALTIMORE CITY DEPARTMENT OF TRANSPORTATION



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19				
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